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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

Nine West Development Corporation and  
Nine West Footwear Corporation,

Plaintiffs,

- against -

Armon Invento and Does 1-10,

Defendants.

Civil Action No. 07 CV 7533

**PERMANENT INJUNCTION AND JUDGMENT ON CONSENT**

WHEREAS, on August 24, 2007, plaintiffs Nine West Development Corporation and Nine West Footwear Corporation ("Nine West") commenced this action for monetary and injunctive relief against defendants Does 1-10 ("Defendants"), alleging claims of trademark infringement under Section 32 of the Lanham Act, 15 U.S.C. § 1114, false designation of origin and false description and representation under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), dilution by tarnishment under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), deceptive trade practices and false advertising under Sections 349 and 350 of the New York General Business Law and dilution under Section 360-1 of the New York General Business Law; and

WHEREAS, upon further investigation and discovery of the identity of the Defendants, Nine West amended the complaint on December 14, 2007 to name Armon Invento ("Invento") as a defendant; and

WHEREAS, Nine West is the owner of, *inter alia*, the entire right, title and interest in and to the following federal trademark registrations (collectively, the "NINE WEST Mark"):

1,775,652, 2,198,938, 2,322,474, 2,394,900, 2,794,769, 2,938,313, 2,272,307, 2,518,612, 2,571,795, 2,246,350, 2,133,086, 2,856,725, 2,984,262, 1,829,417, 1,685,412, 1,170,312, 2,775,692, 2,786,445, 2,915,272, 2,938,312, 2,942,212, 2,774,159, 2,797,607, 2,771,726, 3,182,559, 2,999,409 and 2,999,410; and.

WHEREAS, Nine West, through its parent, Jones Apparel Group, Inc. and related companies and licensees, is one of the leading designers, manufacturers and marketers of fashionable women's footwear, clothing and accessories; and

WHEREAS, Invento, without authorization or license from Nine West, knowingly and willfully used, reproduced and/or copied the NINE WEST Mark in connection with a fraudulent scheme to make it appear as though Nine West were conducting auditions for young female models by placing advertisements on a social networking web site, Facebook, and requesting that young women submit pictures of themselves; and

WHEREAS, Invento, without authorization or license from Nine West, knowingly and willfully used, reproduced and/or copied Nine West advertisements in defendant's fraudulent model audition advertisements; and

WHEREAS, Invento, without authorization or license from Nine West, created Facebook accounts using the aliases "NineWest Shoes" and "Laurie Stevens (New York, NY)" and created groups on Facebook named "Nine West - Model Auditions" using the aforementioned accounts; and

WHEREAS, Invento registered several electronic mail addresses containing the NINE WEST Mark without Nine West's authorization or consent thereto, including:

ninewest.audition@gmail.com, ninewest\_audition@yahoo.com, ninewest.audition@hotmail.com, and an AOL Instant Messenger account named "ninewest"; and

WHEREAS, Invento's unauthorized use of the NINE WEST Mark in the fraudulent model audition advertisements is likely to cause confusion, mistake or deception as to the source of Nine West's goods and/or services and as to the endorsement, affiliation, sponsorship or association of Invento's activities, goods and/or services with Nine West's and will dilute the source-identifying quality of the Nine West's Mark; and

WHEREAS, Invento admits service of the summons and complaint herein and agrees to the entry of a permanent injunction, on the terms set forth herein, without prejudice to Nine West's further rights or remedies in connection with this action;

NOW, THEREFORE, upon the foregoing and the annexed consents of the parties:

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

1. This Court has jurisdiction over this action and the parties hereto;
2. Invento, and those persons acting in concert with him, shall be and hereby are permanently and perpetually enjoined from:
  - a. using on or in connection with any goods or services or the advertising, promotion, manufacture, importation, sale, offering for sale, distribution, labeling or packaging of any goods or services, or from using for any commercial purpose whatsoever the NINE WEST Mark and all other trademarks and service marks of Nine West;

- b. representing by any means whatsoever, directly or indirectly, that any goods or services sold or offered by Invento are associated with, sponsored, endorsed or authorized by, connected or affiliated with Nine West;
  - c. identifying himself as a representative, employee, licensee, contractor or as otherwise affiliated with Nine West and/or the NINE WEST Mark and all other trademarks and service marks of Nine West;
  - d. committing further acts of unfair competition, deceptive trade practices or false advertising with respect to any product or service of Nine West or bearing any NINE WEST Mark or other trademarks and service marks of Nine West;
  - e. causing, engaging or permitting any individual or entity to perform any of the aforementioned acts,
3. Invento shall immediately cease using Nine West's name, the NINE WEST Mark and any of Nine West's images in connection with any advertisements, solicitations or promotions, including but not limited to the "Nine West - Model Auditions" Facebook group.
4. Invento shall immediately provide Nine West in writing the identities of any and all Facebook accounts, Facebook groups, other social networking site accounts, e-mail accounts, screen names and/or instant messenger accounts that are not identified in the Complaint.

5. Invento shall immediately remove and/or delete any Facebook groups containing references to Nine West, the NINE WEST Mark or any of Nine West's advertisements or images.
6. Invento shall immediately disclose to Nine West any and all communications with any person who responded to or contacted him with respect to his fraudulent advertisement or whom he contacted concerning the fraudulent model auditions, including a complete listing of the names, addresses, telephone numbers, screen names, e-mail addresses and any other identifying information of those persons with whom Invento had contact. To the extent Nine West must disclose such information for security or safety purposes to third parties, Invento hereby releases Nine West from any and all claims arising therefrom.
7. Invento shall immediately cease any and all communications with any person who responded to or contacted him with respect to his fraudulent advertisement or whom he contacted concerning the fraudulent model auditions.
8. Invento shall immediately cancel and discontinue all uses of electronic mail, instant messenger and social networking accounts that contain the NINE WEST Mark, including: the "NineWest Shoes" Facebook account; the electronic mail accounts: ninewest.audition@gmail.com; ninewest.audition@yahoo.com; ninewest.audition@hotmail.com; and the AOL Instant Messenger account named "ninewest."
9. Invento shall file with the Court and serve upon Nine West's counsel within thirty (30) days after entry of this permanent injunction, a sworn written statement as

provided in 15 U.S.C. § 1116 setting forth in detail the manner and form in which he has complied with the injunction,

10. This Court shall retain jurisdiction over this action and Nine West's further rights or remedies in connection with this action and to insure compliance herewith.

*The Clerk of Court shall close the case.*

SO ORDERED:

Dated: March 11, 2008  
New York, New York

*Yvonne G. Khan*  
U.S.D.J.

CONSENTED AND AGREED TO:

Dated: \_\_\_\_\_ 2008

*Armon Invento*

ARMON INVENTO

Dated: March 10, 2008

PAUL, HASTINGS, JANOFSKY  
& WALKER LLP

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